

PRAIRIE LAND REGIONAL DIVISION NO 25

1995/96, 1996/97

[Replaces Berry Creek (BVSAA), Neutral Hills, Rangeland (BVSAA), Starland]

This agreement is made this 9 day of January, 1996 pursuant to the School Act, 1988, and the Labour Relations Code, 1988.

Between the Board of Trustees of the Prairie Land Regional Division No 25 herein called the "Board" and The Alberta Teachers' Association herein called the "Association," acting on behalf of the teachers employed by the Board.

Whereas, the Board recognizes the Association as the sole bargaining agent for the teachers employed by the Board, and

Whereas, terms and conditions of employment and salaries have been the subject of negotiation between the parties, and

Whereas, the parties desire that these matters be set forth in an agreement to govern certain terms of employment of the teachers.

NOW THEREFORE! THIS AGREEMENT WITNESSETH:

Article 1 — Scope of Agreement

1.1 The Board retains all those residual rights of management not specifically limited by the terms of this agreement.

1.2 This agreement applies to all employees of the Board other than superintendent of schools, assistant superintendent(s) or deputy superintendent(s) who, as a condition of their employment, must possess a valid teaching certificate issued under the authority of the Department of Education, Province of Alberta, herein collectively called "the teachers" or, where the context requires, "the teacher".

1.3 This agreement shall have effect from ~~September 1, 1995 until August 31, 1997~~ and shall continue from year to year unless a new agreement is negotiated pursuant to 1.4.

1.4 Either party may give to the other not less than 60 or more than 180 days prior to the termination of the agreement, notice in writing of intent to negotiate amendments, alterations, additions or deletions or to renew the agreement for the ensuing year, and the parties agree to meet in accordance with the Labour Relations Code, 1988, 57(2), if such notice is given.

1.5 The Board shall make available in each school sufficient true copies of the collective agreement for each teacher. Upon commencement of employment, each new teacher shall be given a copy.

Article 2 — Salaries

2.1 The matters negotiated by the parties in respect of all salaries and terms and conditions of the teachers' employment with the Board are governed by this agreement and any statutory provision related thereto.

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2.2 The amount of university education of a teacher and the years of teaching experience, computed as hereinafter provided shall together determine the base salary of a teacher employed by the Board.

2.3 For the period from September 1, 1995 through to August 31, 1996, all teachers shall be paid according to the following scale:

Years of teaching experience	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6
0			30,275	31,900	33,875
1			32,320	33,965	35,955
2			34,365	36,030	38,035
3			36,410	38,095	40,115
4			38,455	40,160	42,195
5			40,500	42,225	44,275
6			42,545	44,290	46,355
7	30,750	34,445	44,590	46,355	48,435
8	31,990	35,735	46,635	48,420	50,515
9	33,280	37,025	48,680	50,485	52,595
10	34,475	38,325	50,725	52,550	54,675

For the period from September 1, 1996 through to August 31, 1997 the salaries shall be increased by a percentage amount determined by the following method of calculation:

—the percentage difference between \$30,275 (fourth year minimum grid position) and the provincial average of the fourth year minimum grid position as of September 1, 1996, as reported by the Alberta School Boards Association Labour Relations Bulletin shall be calculated.

—the percentage difference between \$50,725 (fourth year maximum grid position) and the provincial average of the fourth year maximum grid position as of September 1, 1996, as reported by the Alberta School Boards Association Labour Relations Bulletin shall be calculated.

—the average of these two percentage calculations shall be applied to increase the 1995/96 grid—providing that a minimum of 30 percent of the province's teacher contracts have been settled for the 1996/97 school year.

—if 30 percent of the teacher contracts have not been settled by September 1, 1996, the described calculation will be made at the time 30 percent of the teacher contracts for the 1996/97 school year have been settled and paid retroactive to September 1, 1996.

—in the event that the above calculations result in a salary decrease, 1995/96 salary grid shall remain in effect.

SOURCE	ATP
EFF.	08 01
TERM	08 31
No. of EMPLOYEES	168
NO. OF DISTRICTS	1
NO. OF DIVISIONS	
NO. OF COUNCILS	
NO. OF SCHOOLS	
NO. OF TEACHERS	
NO. OF STUDENTS	
NO. OF FULL-TIME TEACHERS	
NO. OF PART-TIME TEACHERS	
NO. OF FULL-TIME STUDENTS	
NO. OF PART-TIME STUDENTS	
NO. OF FULL-TIME TEACHERS PER STUDENT	
NO. OF PART-TIME TEACHERS PER STUDENT	
NO. OF FULL-TIME STUDENTS PER TEACHER	
NO. OF PART-TIME STUDENTS PER TEACHER	
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NO. OF PART-TIME STUDENTS PER PART-TIME TEACHER	
NO. OF FULL-TIME STUDENTS PER PART-TIME TEACHER	
NO. OF PART-TIME STUDENTS PER FULL-TIME TEACHER	
NO. OF PART-TIME STUDENTS PER PART-TIME TEACHER	

2.3.1 The monthly salary for each teacher shall be one-twelfth part of **the** salary in effect, payable on the last teaching Friday of the month.

2.3.1.1 A teacher's salary, normally paid in July and August, shall be paid on June 30 provided the teacher has submitted such a request **to** the Board no later than the last school day prior **to** May **31**.

2.3.2 A teacher who is employed to teach on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the annual salary entitlement which corresponds **to** the fraction of time taught.

Article 3 - Additional Allowances

3.1 In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule:

3.1.1 Each principal shall be paid **12** percent of his/her position **on** the grid plus:

0 - 400 students	\$10.87 per student
401 + students	\$11.33 per student

3.1.2 Each vice-principal shall be paid seven percent of his/her position on the grid plus:

0 - 400 students	\$7.61 per student
401 + students	\$7.93 per student

3.1.3 The pupil count for all allowances is to be as of **September 30** in each school year and each ECS student shall be considered a .5 FTE student.

Acting Principals

3.2 In a principal's absence, the vice-principal is deemed to be the acting principal. In the absence of the principal and vice-principal(s), if any, the principal may designate a teacher to be **the** acting principal.

3.2.1 A teacher designated **as** acting principal shall be paid a per diem of 1/200th of the viceprincipal's allowance as identified in article **3.1.2**.

3.2.2 Notwithstanding article **3.2.1**, after five consecutive days, an acting principal will be paid a per diem of 1/200th of the principal's allowance in lieu of the vice principal's allowance.

3.3 In a school having one teacher, the teacher shall be designated a Lead Teacher, and shall be paid an additional allowance of \$960 per annum.

3.3.1 Lead Teachers shall not be eligible for an additional allowance.

Article 4 — Experience Increments

- 4.1** A year of teaching experience shall be **earned** by teachers performing required duties for at least **130** school days in the school term with a Board. Teaching experience earned by part-time teachers, or by a teacher under temporary contract, shall be accumulated within three consecutive years. When a year of teaching experience has been accumulated by part-time teachers, or by a teacher under temporary contract, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year, or February 1, whichever is applicable.
- 4.2** No teacher shall earn more than one experience increment in any one school year.
- 4.3** The adjustment date for changes in the number of increments allowed for teaching experience shall be at the beginning of the school year or February 1.
- 4.4** The Board shall only recognize complete years of previous teaching experience for salary purposes provided such previous teaching experience was earned while employed by a board of trustees of a district, division or county board of education as defined in the School Act, or by an early childhood services board operated under the guidelines of Alberta Education.
- 4.4.1** Experience gained in jurisdictions outside the province of Alberta, but within Canada and United States of America, operated in accordance with the statutes of that jurisdiction will be recognized as if it were earned while in the employ of the Board.
- 4.4.2** Previous teaching experience gained by a teacher while employed by a private school accredited by Alberta Education and offering the approved Alberta curriculum, will be recognized for salary purposes.
- 4.5** No teacher shall receive increments for experience gained while not holding a teaching certificate.
- 4.6** Any teacher who substitutes shall accumulate those days or part thereof for the purpose of receiving an increment.
- 4.6.1** The onus of substantiating previous teaching experience rests with the teacher.
- 4.6.2** Proof of previous experience, or proof of having applied for same must be submitted to the Board within **45** calendar days of commencement of employment or the first day of school of each school year or February 1, whichever is applicable.
- 4.6.3** If such evidence is submitted within 45 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment or February 1, whichever is applicable.

4.6.4 If such evidence is not submitted within the aforementioned 45 days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience, and salary shall be adjusted effective the beginning of the month following submission of such evidence.

4.6.5 Until the teacher submits satisfactory evidence of previous teaching experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of university training.

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5.1 The Alberta Teachers, Association Teacher Qualifications Service (TQS) shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by the Memorandum of Agreement among the Department of Education, The Alberta Teachers, Association and the Alberta School Trustees, Association, dated March 23, 1967.

5.2 Each teacher claiming teacher education, and each teacher commencing employment with a Board, shall submit to the Board proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within 30 calendar days from commencement of the school year, February 1, or from the date of commencement of employment. If satisfactory proof is submitted within the 30 calendar days, salary shall be adjusted retroactively to the applicable commencement of the school year, or employment, or February 1, on receipt of the proof of having applied to TQS.

5.3 Once a teacher has submitted an evaluation from the TQS Board to the Board, no further evaluation will be necessary unless a teacher is claiming for additional course credits.

5.4 Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most acceptable statement of qualifications or according to the minimum education requirements for his/her teaching certificate.

Article 6 - Substitute Pay

6.1 Each substitute teacher shall be paid a per diem rate, the amount of which shall include vacation pay, as follows:

\$115 per day
\$ 65 per half day.

6.2 A substitute teacher who teaches five or more consecutive days in the same teaching position shall be paid effective the sixth day and every consecutive day thereafter a daily rate equivalent to 1/200 of his/her placement on the salary schedule.

Article 7 – Sick Leave

7.1 Sick leave benefits are sponsored by the Board and will be granted ~~with~~ pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, ~~illness~~ or disability to the extent hereinafter provided.

7.1.1 in the first year of employment with the Board, the teacher shall be entitled to ~~statutory~~ sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.

7.1.2 During the second and subsequent years under contract, annual sick leave with ~~full~~ salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability for 90 calendar days.

7.1.3 A teacher who has more than one year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of 90 calendar days.

7.2 Before any payment is made under the foregoing provisions, the teacher shall provide:

(a) A statement, in a form approved by the Board, signed by the teacher substantiating the illness.

(b) At the request of the Board, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three days.

(c) At the request of the Board or its designate, a certificate from a physician or dentist designated by the Board attesting to the illness or disability claimed provided there is no cost to the teacher.

7.3 Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.

7.3.1 After 90 continuous calendar days of illness or medical disability, no further salary shall be paid.

7.4 Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave) without pay, or while on strike.

7.5 When a teacher leaves the employ of the Board, all benefits contained under these provisions are cancelled.

Article 8 - Sabbatical Leave

8.1 Sabbatical leave shall mean any long-term leave of absence granted to a teacher for professional development through study.

8.2 Sabbatical leave may be granted at the discretion of the Board.

8.2.1 ~~Written~~ application for sabbatical leave must be made by the teacher 90 days prior to the commencement date of the proposed leave.

8.2.2 Each teacher who is granted sabbatical leave for one school year shall be paid an amount equal to current four year minimum salary payable monthly as per **2.3**.

8.3 Sabbatical leave for the duration of a semester or trimester may be granted by the Board. Remuneration shall be calculated on a prorata basis in accordance with **8.2.2** above.

8.3.1 Each teacher who is granted sabbatical leave as in 8.1 shall give an undertaking in writing to return to his/her duties following expiration of the leave and shall not resign or retire from teaching service, other than by mutual agreement between the Board and the teacher, for a period of at least two years after resuming his/her duties.

8.3.2 Should a teacher, by mutual consent, resign or retire from service of the Board before completing his/her two years service following such leave, repayment of sabbatical leave salary shall be made to the Board on a prorata basis. Teachers on long term disability shall not have this counted as a repayment period.

8.3.3 Each teacher granted sabbatical leave shall enter into an individual written agreement with the Board as to the conditions under which he/she may return to the school system at the conclusion of the leave, provided the individual contract does not contravene the collective agreement.

8.3.4 The Board shall notify all applicants of its decision within 30 days of the application deadline.

8.4 Experience increments will not be granted to teachers for the period of leave.

8.5 The Board may pay for non-credit courses that enable teachers to perform their job efficiently, at the rate of \$200 per course or the rate of the registration fee, whichever is the lesser of the two figures. The course must be approved by the superintendent of schools.

Article 9 – Maternity Leave

9.1 When possible, a teacher will notify the Board of her leave requirements three months in advance of ~~the~~ first day of leave. The commencement of and return

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from maternity leave shall be determined by the teacher. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification.

9.1.1 A teacher returning from maternity leave shall notify the superintendent and the principal **two** weeks prior to her scheduled date of return.

9.2 A teacher returning from maternity leave is entitled to a teaching position with the Board. Every reasonable effort shall be made to return the teacher to a teaching position which has been mutually agreed upon prior to the granting of such leave.

9.2.1 Any teacher returning from maternity leave who was employed on a probationary contract immediately prior to the leave may, at the discretion of the Board, be offered a second probationary contract of employment.

9.3 The Board shall continue to contribute the Board's share of health plan premiums during the entire maternity leave where the teacher chooses to continue coverage.

9.4 The Board will implement a **95** percent supplementary unemployment benefits plan which teachers shall access for pay during the health related portion of her leave.

9.5 The portion of maternity leave that is health related shall be granted for increment purposes.

Adoption Leave

9.6 Teachers are entitled to adoption leave without pay for a period not exceeding eight weeks.

9.7 Teachers entitled to adoption leave shall notify the Board, in writing, of leave requirements three months in advance of the leave, if possible, and at the first opportunity to do so afterwards if the three month requirement cannot be met.

9.8 Only one parent of an adopted child shall be entitled to adoption leave under these provisions.

9.9 A teacher returning from adoption leave is entitled to a teaching position with the Board. Every reasonable effort shall be made to return the teacher to a teaching position which has been mutually agreed upon prior to the granting of such leave.

9.9.1 Any teacher returning from adoption leave who was employed on a probationary contract immediately prior to such leave may, at the discretion of the Board, be offered a second probationary contract of employment.

9.10 One day leave with pay shall be provided to a teacher to attend the adoption of his/her child.

9.11 The Board shall continue to contribute the Board's share of health plan premiums during the entire adoption leave where the teacher chooses to continue coverage.

9.12 Adoption leave shall not be considered teaching experience for the purposes of granting salary increments.

Child Care Leave

9.13 Child care leave shall be granted to a teacher without pay, allowances and other benefits of this agreement for a period up to one school year:

- (a) to provide care to a teacher's child less than two years of age; or
- (b) to care for the teacher's adopted child less than three years of age or the teacher's adopted child who is identified as a special needs child.

9.14 The teacher shall, in consultation with the superintendent, three months in advance of the leave, determine the commencement date of the leave.

9.15 Return from child care leave shall occur at the beginning of a school year or the beginning of a reporting period or at such other time as mutually agreed by the teacher and superintendent.

9.16 Teachers returning from child care leave are entitled to a teaching position with the Board. Every reasonable effort shall be made to return the teacher to a teaching position which has been mutually agreed upon prior to the granting of such leave.

9.16.1 Any teacher returning from such leave who was employed on a probationary contract immediately prior to the leave, may, at the discretion of the Board, be offered a second probationary contract of employment.

9.17 A teacher requesting return prior to the expiry of the leave will be considered for appropriate vacancies.

9.18 Where child care leave is granted in conjunction with maternity or adoption leave, the combined total leave shall not exceed 12 months.

9.19 Leave taken for the purpose of child care shall not be considered teaching experience for the purpose of granting a salary increment.

9.20 Two days of paternal leave with pay shall be provided to a teacher occasioned by the birth of his child.

9.21 Only one parent shall be granted child care leave under these provisions.

Article 10 – Leave of Absence with Full Pay

Compassionate Leave

10.1 Compassionate leave shall be **granted** by the Board in a case of serious **illness** or death of the teacher's spouse, son, daughter, father, mother, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent of spouse.

(a) up to four school days for serious illness;

(b) up to five school days for death.

10.1.1 Notification of such leave must be given to the school principal or superintendent.

10.1.2 Those days referred to in **10.1** may be extended at the discretion of the Board should additional time be required for travel.

10.1.3 Before payment is made under article **10.1**, the Board may require a medical certificate stating that serious **illness** was the reason for the absence.

Convocation

10.2 Leave shall be granted for a period necessary (not to exceed two days) to a teacher to attend his/her convocation.

Additional Leave

10.3 Additional leave of absence may be granted by the Board with or without **pay**.

Personal Leave

10.4 In consultation with the principal, and with two weeks notice where possible, a teacher shall be granted two days personal leave per school year, except where circumstances put such a leave in conflict with the interests of the school. In consultation with the superintendent and with two weeks notice where possible, a principal shall be granted two days personal leave per school year, except where circumstances put such leave in conflict with the interests of the school. These days may be used to extend a holiday period or long weekend at the discretion of the teacher's, or the principal's, immediate supervisor.

10.4.1 For any teacher under contract for 60 days or fewer in a school year, the provisions of clause **10.4** do not apply.

10.4.2 Any teacher under contract for **61** to **100** days in a school year shall be granted one half day personal leave per school year.

10.4.3 Each teacher shall be entitled to accumulate one unused personal leave day per year, to a maximum of five days which may be used in any one school year.

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10.4.4 Unused personal leave accumulations under **the** Bow Valley contract shall be recognized.

Jury/Subpeona

10.5 Leave shall be granted:

- (a) for **jury** duty or any summons related thereto;
- (b) to answer a subpoena or summons to attend any court proceedings as a witness in a cause other than the teacher's own.

10.5.1 The teacher shall reimburse the Board an amount equivalent to any witness or jury fee set by the court.

Leave for ATA Purposes

10.6 When the Annual Representative Assembly is held on days other than the Easter holidays, **two** teacher representatives from **the** Prairieland ATA Local shall be given time off from class **to** attend this meeting. The ATA shall **be** responsible for payment at the cost of substitute for each teacher's absence.

10.6.1 It is recognized that from time **to** time, The Alberta Teachers, Association may request that certain of its members be granted release from duties **to** serve **on** Association committees or other bodies or to act as its representatives. When such release time is granted, the Association will be billed at the full or half-day rate for substitute teachers, as per article 6 of this agreement.

Grievance

10.7 The Board shall **be** reimbursed by Prairieland ATA Local at cost of substitute for each day a teacher is absent **to** participate in the grievance procedure in any way. **Reimbursement** shall be due within 30 days of billing.

10.7.1 In the event the Board initiates **a** grievance, substitute teaching costs shall be the responsibility of the Board.

Inclement Weather

10.8 A teacher who, **despite** reasonable effort is unable to travel to his/her school because of inclement weather, impassable road conditions or failure of transportation facilities other than his/her own, is entitled to his/her salary for the periods of absence **so** occasioned.

Article 11 — Other Leaves

11.1 Unpaid leave of absence without pay, allowances and other benefits of this agreement, may be granted **to** any teacher by the Board for a period not **to exceed one** school year, subject to the following conditions:

(a) The teacher shall apply to the Board, in writing, prior to March **1** of the current year. The applicant shall set forth the reasons for the request;

(b) The teacher shall notify the Board, prior to March **1** of the following year, of his/her intention to return to teaching duties;

(c) **No** increment for experience shall be allowed for such leave of absence.

Article 12 – Conditions of Professional Service

12.1 No teacher shall be required to render service for more than 200 days in a school year, exclusive of designated and statutory holidays.

12.1.1 A teacher regularly assigned to classroom duties who agrees to render service in excess of **200** days shall be paid at the rate of **1/200** of the rate of his/her total salary for each day he/she is so employed in excess of 200 days.

12.1.2 Notwithstanding **12.1.1**, it is recognized that teachers who are in receipt of an administrative or supervisory allowance, shall accept the professional responsibility of having their units operational on the opening day of school each school term, semester or other division of the school year. In a like manner, such teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.

Article 13 – Transfers

13.1 The Board **will** establish a procedure by which teachers may request transfer to another school or to another grade and/or subject assignment. The procedure must be posted in each school in an appropriate location.

13.1.2 Teachers who wish to change grade and/or subject assignment and/or who desire a transfer to another school must file a written statement with the superintendent prior to February **15**, annually. Such statement must include the subjects and/or grade levels desired and the school(s) to which the teacher **seeks** transfer.

13.1.3 Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for the type of assignment shall be interviewed. Should the teacher not be selected, he/she may request a written explanation of the reason(s).

13.2 If the Board requests a teacher to transfer to another school, the Board shall pay the reasonable moving expenses necessarily incurred by him/her and his/her family as a result of such transfer providing such transfer requires a change of residence.

13.3 Transfers made at the request of the Board shall be governed by the process described in section **85** of the School Act.

Article 14 — Group Insurance

14.1 The Board shall effect and maintain:

- a) Alberta School Employee Benefit Plan (ASEBP)
 - i) Extended Disability Benefits — Plan D
 - ii) Life, Accidental Death and Dismemberment— Schedule 2
 - iii) Extended Health Care — Plan 1
 - iv) Dental Care — Plan 3
 - v) Vision/Hearing Care — Plan 3
- b) Alberta Health Care Plan

14.2 ~~All~~ teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan, Life and Extended Disability Benefits, Plan D, Schedule 2.

14.3 With respect to article 14.2, it is understood that participation in the Alberta School Employee Benefit Plan;

Extended Health Care — Plan 1

Dental Care — Plan 3

Vision/Hearing Care — Plan 3

and Alberta Health Care

is not a condition of employment.

14.4 For teachers enrolled in the plans identified in 14.1(a) and (b), the Board shall contribute 85 percent towards the monthly premium of each plan, effective the first day of the month following ratification of this collective agreement.

14.5 Part-time teachers and those on sabbatical leave, who are eligible to participate in these plans, shall be paid an allowance on a prorata basis.

14.6 It is agreed that the UIC Premium Reduction is being shared according to section 64(4) of the *Unemployment* Insurance Act by the benefits contained herein.

Article 15 — Grievance Procedure

15.1 A "grievance" is defined as any difference between any employee covered by this agreement and the Board, or in a proper case, between the Prairieland Local No 36 and the Board, concerning the interpretation, application, operation or alleged violation of this agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work:

15.2 The grievance shall be in writing and must include a statement of the following:

- (a) the name(s) of the aggrieved;
- (b) the nature of the grievance and the circumstances which gave rise to the grievance;
- (c) the sections(s) where the agreement is claimed to be violated.

(d) the remedy sought.

Such written grievance shall be submitted to the secretary-treasurer of the Board and to the secretary of the Prairieland Local **No 36** within **30** school days following the date of the occurrence giving rise to the grievance or when the grievor first became aware of the occurrence giving rise to the grievance.

The Board or a committee of the Board and the grievor(s) with or without an ATA representative, shall meet within **14** school days in an attempt to resolve the dispute.

15.3 In the event the grievance has not been settled within **21** school days after the date of submission of the grievance, the teacher may present, within five school days thereafter, in writing, a statement of the nature of the grievance to the secretary-treasurer of the Board and the secretary of the Prairieland Local **No 36**, requesting consideration of the grievance by the interpretation committee.

The secretary-treasurer of the Board will then arrange a meeting of the interpretation committee.

The interpretation committee shall be composed of two trustees and two representatives of the Prairieland Local **No 36**. A quorum of this committee shall consist of all members.

15.4 When the interpretation committee receives notice of the submission of a grievance, it shall be required to give its decision within **21** school days following the receipt of such notice and shall dispose of each grievance before proceeding to another, except where, by unanimous consent of the interpretation committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. In the case of an adjournment to obtain further information a decision shall be made within **21** school days, excluding weekends and holidays, of adjournment.

(a) If the committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

(b) If the committee does not reach a unanimous or any decision, either party may, by written notice served on the other party within **10** school days after the date on which the committee voted on the disposition of the grievance, or within **10** school days after the expiration of said period of **21** school days whichever is the shorter, require the establishment of an arbitration board as hereinafter provided. The parties may, by mutual agreement, consent to postpone the hearing of the arbitration board. Such notice shall contain a statement of the nature of the grievance.

15.5 Each party shall appoint one member as its representative on the arbitration board within seven school days of receipt of such notice, and the two members so appointed shall endeavor to select an independent chairman. (Section **133** – Labour *Relations Code, 1988.*)

(a) If the two members fail to select a chairman within five school days after the day on which the last of the two members is appointed, they shall request the Minister of Labour to select a chairman.

(b) The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

15.6 The arbitration board shall not change, modify or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.

15.7 The findings and decisions of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the Board.

15.8 Each party to the grievance shall bear the expense of its respective nominee and the two parties shall bear equally the expenses of the chairman.

15.9 All the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.

15.10 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously so strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both parties.

Article 16 — Special Needs Students

16.1 The consideration of the educational program plans for identified special needs students shall involve consultation between district staff, parents or guardians, teachers and administrators who may be affected.

16.2 When a student with special needs is placed in a regular class setting, the teacher will have access to information that in the opinion of the Board or its designee is pertinent to the placement.

16.3 When a student with special needs is placed in a regular class setting, the teacher will be provided inservice training to meet the needs of the student, provided the principal deems the training necessary.

16.4 Special consideration shall be given to class size, aide and clerical time allotments, equipment, furniture monies and administrative assistance time.

Article 17 — General

17.1 Prior to employment, teachers may be required to present a medical certificate of good health.

17.2 Any teacher required to teach in more than one school shall be paid kilometrage at a rate of **18** cents per kilometre for travel between the schools, providing the distance between the schools is greater than **16** kilometres.

17.3 A teacher in category one with **11 years** teaching experience with Neutral Hills School Division No **16** shall be placed in category two of the salary grid for salary purposes until August **31, 1998**, at which time they will be placed in the appropriate category reflecting their actual education and experience.

17.3.1 A teacher in category two with **11 years** teaching experience with Neutral Hills School Division No 16 shall be placed in category three of the salary grid for salary purposes until **August 31, 1998**, at which time they will be placed in the appropriate category reflecting their actual education and experience.

Article 18 — Date of Agreement

18.1 The parties hereto executed this agreement this 13 day of March, **1996**, by affixing the signatures of their proper officers on their behalf.